



WEST VALLEY CITY REDEVELOPMENT AGENCY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

KAREN LANG, CHAIR
STEVE BUHLER, VICE CHAIR

The Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, August 11, 2015, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 08/06/2015, 11:30 AM

A G E N D A

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. July 7, 2015 (Regular Meeting)
 - B. July 21, 2015 (Special Regular Meeting)
5. Communications
6. Report of Chief Executive Officer
7. Resolutions:
 - A. 15-14: Approve an Agreement with the DRH Company to Provide Property

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Sheri McKendrick.

Management Services

- B. 15-15: Ratify the Chief Executive Officer's Appointment of DeAnn Varney as a Deputy Secretary of the Redevelopment Agency of West Valley City
 - C. 15-16: Ratify the Chief Executive Officer's Appointment of Angel Pezely as a Deputy Secretary of the Redevelopment Agency of West Valley City
8. Adjourn

MINUTES OF RDA REGULAR MEETING –JULY 7, 2015

-1-

THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON TUESDAY, JULY 7, 2015, AT 6:57 P.M., IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Chair
Steve Buhler, Vice Chair
Ron Bigelow, Board Member
Tom Huynh, Board Member
Lars Nordfelt, Board Member
Corey Rushton, Board Member
Steve Vincent, Board Member

Wayne Pyle, Chief Executive Officer
Sheri McKendrick, Secretary

STAFF PRESENT:

Paul Isaac, Assistant City Manager/HR Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Layne Morris, CPD Director
Kevin Astill, Parks and Recreation Director
Lee Russo, Police Chief
John Evans, Fire Chief
Sam Johnson, Strategic Communications Director
Mark Nord, Acting CED Director
Jake Arslanian, Acting Public Works Director
Jeff Jackson, CED Department

1804 **OPENING CEREMONY**

The Opening Ceremony was previously conducted by Steve Vincent who, in recognition of Independence Day (celebrated the previous week), shared a video of Lee Greenwood singing the patriotic song, *God Bless the USA*. He also thanked City staff and their families who served in the military. Following the video, he led the Pledge of Allegiance to the Flag.

1805 **APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 2, 2015**

The Board read and considered Minutes of the Regular Meeting held June 2, 2015. There were no changes, corrections or deletions.

MINUTES OF RDA REGULAR MEETING –JULY 7, 2015

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After discussion, Mr. Nordfelt moved to approve the Minutes of the Regular Meeting held June 2, 2015, as written. Mr. Vincent seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

1806

RESOLUTION NO. 15-10, APPROVE AN INCENTIVE AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY AND BACKCOUNTRY.COM

Chief Executive Officer, Wayne Pyle, presented proposed Resolution No. 15-10 that would approve an Incentive Agreement between the Redevelopment Agency and backcountry.com., in the amount of \$50,000.00 annually for a period of four years.

He stated the proposed agreement would provide a \$200,000.00 incentive to backcountry.com that would come from interest reserves in the RDA Interest Funds account. Money from interest was considered “non-increment generated” and not restricted in its use to Redevelopment Project Areas. Backcountry.com was not in a Redevelopment or Economic Development Area, but the company’s continued success contributed positively to the general welfare of West Valley City.

Pursuant to the agreement the RDA would pay backcountry.com four annual payments of \$50,000.00 each, contingent on backcountry.com signing a lease agreement at their location in West Valley City at 2607 South 3200 West until at least the year 2022. Backcountry.com would also make investments in the property or install improvements at that location in the amount of \$2,500,000.

Backcountry.com occupied 200,000 square feet in West Valley City and had been considering moving to a new location at the expiration of their lease. Backcountry.com was one of the highest producers of sales tax in the City and had decided to stay at their current location as a result of the proposed Incentive Agreement. In addition, backcountry.com had agreed to make a substantial investment in the site that would benefit the City’s property tax values.

MINUTES OF RDA REGULAR MEETING –JULY 7, 2015

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After discussion, Mr. Vincent moved to approve Resolution No. 15-10, a Resolution of the West Valley City Redevelopment Agency Approving an Incentive Agreement between the Redevelopment Agency and backcountry.com. Mr. Buhler seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

1807

RESOLUTION NO. 15-11, AUTHORIZE THE REDEVELOPMENT AGENCY TO ACCEPT A QUIT CLAIM DEED FROM QUESTAR GAS COMPANY FOR SEVERAL UTILITY EASEMENTS LOCATED ON THE FAIRBOURNE STATION PHASE 2 SUBDIVISION PROPERTY

Chief Executive Officer, Wayne Pyle, presented proposed Resolution No. 15-11 that would authorize the Redevelopment Agency to accept a Quit Claim Deed from Questar Gas Company for several utility easements located on the Fairbourne Station Phase 2 Subdivision property.

He stated portions of property within the future Fairbourne Station Phase 2 Subdivision were encumbered with a variety of easements. These easements were used to provide service to those older areas of residential and commercial development that had now been demolished.

In order to provide clear title to prospective land buyers within the future subdivision, the City had been working with various utility companies to abandon said easements. Questar Gas Company had agreed to quit claim to the Agency the right, title and interest of certain utility easements recorded with the Salt Lake County Recorder's Office.

After discussion, Mr. Rushton moved to approve Resolution No. 15-11, a Resolution Authorizing the Redevelopment Agency of West Valley City to Accept a Quit Claim Deed from Questar Gas Company for Several Utility Easements Located on the Fairbourne Station Phase 2 Subdivision Property. Mr. Huynh seconded the motion.

A roll call vote was taken:

MINUTES OF RDA REGULAR MEETING –JULY 7, 2015

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Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

1808

RESOLUTION NO. 15-12, AUTHORIZE THE REDEVELOPMENT AGENCY TO ACCEPT THE PARTIAL RELEASE AND CONVEYANCE OF AN EASEMENT HELD BY CENTURYLINK QC WITHIN THE FUTURE FAIRBOURNE STATION PHASE 2 SUBDIVISION

Chief Executive Officer, Wayne Pyle, presented proposed Resolution No. 15-12 that would authorize the Redevelopment Agency to accept the partial release and conveyance of an easement held by CenturyLink QC within the future Fairbourne Station Phase 2 Subdivision.

He stated portions of property within the future Fairbourne Station Phase 2 Subdivision were encumbered with a variety of easements. These easements were used to provide service to those older areas of residential and commercial development that had now been demolished.

In order to provide clear title to prospective land buyers within the future subdivision, the City had been working with various utility companies to abandon the easements. CenturyLink QC had agreed to release and quit claim to the Agency the right, title and interest of certain utility easements recorded with the Salt Lake County Recorder's Office.

After discussion, Mr. Huynh moved to approve Resolution No. 15-12, a Resolution Authorizing the Redevelopment Agency to Accept the Partial Release and Conveyance of an Easement Held by CenturyLink QC within the Future Fairbourne Station Phase 2 Subdivision. Mr. Vincent seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes

MINUTES OF RDA REGULAR MEETING –JULY 7, 2015

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Chairperson Lang Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, JUNE 7, 2015, WAS ADJOURNED AT 7:02 P.M., BY CHAIRPERSON LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Redevelopment Agency held Tuesday, June 7, 2015.

Sheri McKendrick, MMC
Secretary

MINUTES OF RDA SPECIAL MEETING – JULY 21, 2015

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN SPECIAL REGULAR SESSION ON TUESDAY, JULY 21, 2015, AT 7:03 P.M., IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Chair
Ron Bigelow, Board Member
Steve Buhler, Board Member
Tom Huynh, Board Member
Lars Nordfelt, Board Member
Corey Rushton, Board Member
Steve Vincent, Board Member

Wayne Pyle, Chief Executive Officer
Sheri McKendrick, Secretary

STAFF PRESENT:

Paul Isaac, Assistant City Manager/HR Director
Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Layne Morris, CPD Director
Lee Russo, Police Chief
John Evans, Fire Chief
Sam Johnson, Strategic Communications Director
Nancy Day, Acting Parks and Recreation Director
Jake Arslanian, Acting Public Works Director
Steve Pastorik, CED Department
Mark Nord, CED Department
DeAnn Varney, Administration

1809

OPENING CEREMONY

The Opening Ceremony was previously conducted by Lars Nordfelt who led the Pledge of Allegiance to the Flag.

1810

RESOLUTION NO. 15-13, AUTHORIZE THE WEST VALLEY CITY REDEVELOPMENT AGENCY TO ENTER INTO AN AGREEMENT WITH GRANGER REAL ESTATE INVESTORS, LLC, FOR COMMERCIAL DEVELOPMENT IN THE CITY CENTER REDEVELOPMENT AREA

MINUTES OF RDA SPECIAL MEETING – JULY 21, 2015

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Chief Executive Director, Wayne Pyle, presented proposed Resolution No. 15-13 that would authorize the West Valley City Redevelopment Agency to enter into an agreement with Granger Real Estate Investors, LLC, for commercial development in the City Center Redevelopment Area.

He stated Granger Real Estate Investors had proposed a four-story medical clinic complex on 3.78 acres of RDA-owned property. The commercial project would cost roughly \$27 million to construct and include approximately 310 on-site parking stalls and have substantial amenities. In order for the project to immediately move forward, the RDA proposed to sell 3.78 acres to Granger Real Estate Investors for \$10 a square foot (approximately \$1,650,000), vacate and clear the 3.78 acre parcel for development, and stub certain utility connections to the property line. In return, Granger would: construct and maintain a four-story medical clinic; begin construction in the first quarter of 2017; be substantially complete by April of 2019; and incorporate Fairbourne Station branding into all marketing and sales materials. Execution of the ADL would allow a highly desired commercial use to move forward quickly.

Development of a medical-related commercial project had been envisioned for years in the subject area as planning for the City Center/Fairbourne Station progressed. This was especially true for Fairbourne Station as the area was being revitalized and needed a component of high-quality commercial development to help with this turnaround.

The City Manager introduced Dave Tanner and representatives of Granger Real Estate Investors who were in attendance.

Upon request of Councilmember Lang, a rendering of the proposed building was shown and the Chief Executive Officer, Wayne Pyle, discussed additional details of the project.

After discussion, Mr. Buhler moved to approve Resolution No. 15-13, a Resolution Authorizing the West Valley City Redevelopment Agency to enter into an Agreement with Granger Real Estate Investors, LLC, for Commercial Development in the City Center Redevelopment Area. Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes

MINUTES OF RDA SPECIAL MEETING – JULY 21, 2015

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Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL REGULAR MEETING OF TUESDAY, JULY 21, 2015, WAS ADJOURNED AT 7:08 P.M., BY CHAIRPERSON LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Regular Meeting of the West Valley City Redevelopment Agency held Tuesday, July 21, 2015.

Sheri McKendrick, MMC
Secretary

Item: _____
Fiscal Impact: _____ N/A _____
Funding Source: _____ N/A _____
Account #: _____ N/A _____
Budget Opening Required:

ISSUE:

A resolution approving an agreement with the DRH Company for property management services.

SYNOPSIS:

This resolution approves an agreement between the West Valley City Redevelopment Agency (the “RDA”) and the DRH Company for property management services on an as-needed basis.

BACKGROUND:

Dee Hansen, owner of the DRH Company, is a real estate broker and professional property manager who has provided services to the RDA for several years as part of the City Center redevelopment project. This agreement outlines services the DRH Company will provide on an as-needed basis as directed by the RDA Administrator, and specifies the fees to be paid for these services.

RECOMMENDATION:

Staff recommends approval of the resolution.

SUBMITTED BY:

Mark Nord, Redevelopment Agency Administrator

WEST VALLEY CITY REDEVELOPMENT AGENCY

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT WITH
THE DRH COMPANY TO PROVIDE PROPERTY
MANAGEMENT SERVICES.**

WHEREAS, the West Valley City Redevelopment Agency (hereinafter “the RDA”) requires property management services on a regular basis; and

WHEREAS, the RDA wishes to contract with a professional property management firm to provide services as needed; and

WHEREAS, the DRH Company has the professional expertise and the desire to provide these services to the RDA; and

WHEREAS, an agreement has been prepared for execution by and between the RDA and the DRH Company, a copy which is attached hereto and entitled “West Valley City Property Management Services Agreement” (hereinafter “the Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with the DRH Company;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that the Agreement with the DRH Company is hereby approved in substantially the form attached, and that the Executive Director is hereby authorized to execute said Agreement for and in behalf of the RDA, subject to approval of the final form of the Agreement by the Executive Director and City Attorney’s Office.

WEST VALLEY CITY

CHAIR

ATTEST:

Secretary

**West Valley City
Property Management Services Agreement**

THIS AGREEMENT is made this _____ day of _____, 2015, by and between the West Valley City Redevelopment Agency (hereinafter referred to as the “RDA”), and The DRH Company, Inc., a Utah corporation, (hereinafter referred to as “DRH”).

W I T N E S S E T H :

WHEREAS, the RDA requires property management services on a regular basis and wishes to contract with a professional property management firm to meet these needs; and

WHEREAS, DRH is a qualified property management company with the knowledge and expertise to provide these services to the RDA; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties hereby agree as follows:

A G R E E M E N T :

1. Service Agreement.
 - a. The RDA and DRH hereby agree that DRH shall provide certain property management services to the RDA. These services shall be provided pursuant to the terms and conditions set forth in this Agreement, state law, City code, and any applicable rule or regulation. Such property management services shall be provided for properties owned by the RDA, as directed by the RDA Administrator. DRH shall manage all properties under the terms, provisions and conditions as set forth herein.
 - b. DRH agrees to take any and all lawful actions necessary for the accomplishment of the purposes of this Agreement, including but not limited to the following: to ask for, demand, and receive all deposits, rents and other charges due from tenants, and give receipts therefor; and, to cause all repairs to be made as needed and to receive reimbursement from the RDA for such maintenance expenses.

2. Services Provided by DRH. DRH hereby agrees to provide services including, but not limited to:
 - a. Rent collection

- b. Monthly report to the RDA of rents, receipts and itemized expenses with back up documentation.
- c. Execution of leases and collection/release of security deposits, including the holding of all security deposits in an account separate from other DRH funds. If a tenant vacates any property and has a deposit due and owing to him, the RDA will hold DRH harmless for using its reasonable judgment in returning or refunding a tenant's deposit.
- d. Execution of tenant screening techniques in accordance with the West Valley City Good Landlord Program.
- e. Marketing of available rentals,
- f. DRH shall be responsible for all indoor and outdoor maintenance and repairs of the properties including, but not limited to:

Provide and replace light bulbs, door knobs, light switches, door locks and other miscellaneous items. Provide regular trash clean up, basic professional carpet cleaning upon tenant turnover, light painting (refreshing/touch up), putting out rodent bait, landscaping (mowing and trimming), posting notices, enforcing rules, removal of unauthorized cars, and collecting rents.

DRH shall make or cause to be made, and supervise, necessary repairs including but not limited to, repairing and replacing mechanical systems, HVAC units, roof repairs, drains, sub-surface utility lines, floor replacement, counter tops, bathroom fixtures, walls, parking lot repairs, exterior repairs, and other general interior repairs. Expenditures for repairs, alterations, decorations or furnishings in excess of Five Hundred Dollars (\$500.00) shall not be made without prior written consent of RDA, except in the case of emergency, or if DRH, in good faith, determines that such expenditures are necessary to protect RDA-owned property from damage, or to prevent injury to persons or loss of life, or to maintain services to tenants.

- g. Evictions:
DRH shall coordinate with the West Valley City Attorney's Office which shall pursue and perform all legal work on all evictions at the RDA's cost.
- h. Real Estate Brokerage and Consulting Services:
DRH shall manage real estate transactions for the RDA's acquisition and sale of properties as needed, and shall provide consultation and advice to the RDA as requested.

3. Minimum Service Level. DRH agrees to perform the tasks set forth in Section 2 in an efficient and professional manner, and that said services shall be provided at a level consistent with the standards set forth in the West Valley City Good Landlord Program, applicable law and the industry.
4. RDA Obligations. As consideration for the services provided by DRH, the RDA agrees to pay DRH the following:
 - a. The RDA shall pay DRH a commission in the amount of eight and one-half percent (8.5%) of the gross monthly rents that are charged to residential tenants, and three percent (3%) of the gross monthly rents that are charged to commercial tenants, for the full term of this Agreement.
 - b. The RDA shall reimburse DRH for the actual cost of maintenance expenses.
 - c. The RDA shall pay DRH a fee in the amount of fifty dollars (\$50.00) for every new tenant that leases an RDA-owned unit.
 - d. The RDA shall pay DRH a fee of \$2,000 per month for consulting services.
 - e. The RDA shall pay DRH real estate brokerage fees of \$6,000 per residential property and \$13,500 per commercial property for each completed real estate transaction.
5. Indemnification. To the fullest extent permitted by law, DRH agrees to indemnify, defend, and hold the RDA harmless from and against any and all lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the RDA for damages because of bodily injury, death, and/or property damages arising out of, or in consequence of, the performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of DRH and/or DRH'S servants, agents, employees, and/or assigns. As used in this section, the RDA shall also refer to the officers, agents, assigns, volunteers, and employees of the RDA. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the RDA.
6. Independent Contractor.
 - a. DRH shall be an independent contractor and, as such, shall have no authorization, expressed or implied, to bind the RDA to any agreements, settlements, liability, or understanding whatsoever. DRH agrees not to perform any acts as agent for the RDA, except as expressly set forth in this

Agreement. DRH shall not represent itself to anyone as an employee of the RDA, but shall only represent itself as an independent contractor.

- b. DRH shall be responsible for its own actions, specifically including liability resulting therefrom, and also including, but not limited to, benefits, insurance, workers compensation, and/or other applicable items.
 - c. The RDA shall not provide DRH with worker's compensation insurance, unemployment compensation insurance, or health insurance. Nothing in this Agreement shall be construed as entitling DRH to any benefits, compensation, retirement, or protections provided by the RDA to RDA employees. As an independent contractor, DRH shall be responsible for personal insurance coverage and shall hold the RDA harmless and indemnify the RDA from and against any and all claims related to unemployment compensation and / or worker's compensation relating to all DRH employees, agents, etc.
7. Term. The term of this Agreement shall run from the date of its execution for one year and at the RDA's discretion, shall be renewable on an annual basis.
8. Termination of Agreement.
 - a. Either party may terminate this Agreement without cause by giving the other party thirty (30) days prior written notice.
 - b. Within 48 hours of the termination of this Agreement or at the end of the term of this Agreement, DRH shall return to the RDA any RDA equipment or documents that it may have in its possession.
9. Applicable Laws.
 - a. DRH shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to DRH'S actions pursuant to this Agreement.
 - b. If DRH'S actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and DRH shall hold the RDA harmless from any and all liability arising out of, or in connection with, said violations, including any attorney's fees and costs incurred by the RDA as a result of such violations.
 - c. This Agreement shall be construed under and in accordance with the laws of the State of Utah.
10. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the RDA: West Valley City Redevelopment Agency
Attn: Mark Nord, RDA Administrator
3600 Constitution Boulevard
West Valley City, Utah 84119

If to DRH: The DRH Company
Attn: Dee R. Hansen
5445 South Highland Dr., Suite 200
Salt Lake City, UT 84117
Phone: (801) 274-2002
Cell: (801) 540-2002
Email: dhansen@thedrhcompany.com

Either party may change its address upon written notice to the other party.

11. RDA Representative. The RDA hereby appoints Mark Nord, RDA Administrator, or his designee, as the RDA's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by DRH is timely and adequately performed, and to provide for RDA approvals as may be required by this Agreement. The RDA's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.
12. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether work is performed by in-house or outside counsel, and whether incurred through initiation of legal proceedings or otherwise.
13. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.
14. Assignment. This Agreement may not be transferred or assigned by DRH without the written permission of the RDA, which may be withheld at the RDA's sole discretion.
15. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

16. RDA Direction/Information. DRH shall send all reports, correspondence, and monies owing to the RDA to the address indicated in Section 10 of this Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

(Signatures follow on the next page.)

Item #:	_____
Fiscal Impact:	<u>\$0.00</u>
Funding Source:	_____
Account #:	_____
Budget Opening Required:	<u>No</u>

ISSUE:

A resolution appointing Deann Varney as a Deputy Secretary of the Redevelopment Agency.

SYNOPSIS:

The RDA requires a Deputy Secretary to act as the Secretary when assigned to do so. Chief Executive Officer Wayne Pyle is requesting the RDA Board ratify his appointment of Deann Varney as Deputy Secretary.

RECOMMENDATION:

Staff recommends approval of this resolution.

SUBMITTED BY:

Administration

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CHIEF EXECUTIVE OFFICER'S APPOINTMENT OF DEANN VARNEY AS A DEPUTY SECRETARY OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY.

WHEREAS, the Chief Executive Officer desires to appoint Deann Varney as a Deputy Secretary of the Redevelopment Agency of West Valley City; and

WHEREAS, Deann Varney is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the Board of Directors of the Redevelopment Agency;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that it hereby ratifies the Chief Executive Officer's appointment Deann Varney as Deputy Secretary of the Redevelopment Agency of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

Item #:	_____
Fiscal Impact:	<u>\$0.00</u>
Funding Source:	_____
Account #:	_____
Budget Opening Required:	<u>No</u>

ISSUE:

A resolution appointing Angel Pezely as a Deputy Secretary of the Redevelopment Agency.

SYNOPSIS:

The RDA requires a Deputy Secretary to act as the Secretary when assigned to do so. Chief Executive Officer Wayne Pyle is requesting the RDA Board ratify his appointment of Angel Pezely as Deputy Secretary.

RECOMMENDATION:

Staff recommends approval of this resolution.

SUBMITTED BY:

Administration

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CHIEF EXECUTIVE OFFICER'S APPOINTMENT OF ANGEL PEZELY AS A DEPUTY SECRETARY OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY.

WHEREAS, the Chief Executive Officer desires to appoint Angel Pezely as a Deputy Secretary of the Redevelopment Agency of West Valley City; and

WHEREAS, Angel Pezely is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the Board of Directors of the Redevelopment Agency;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that it hereby ratifies the Chief Executive Officer's appointment of Angel Pezely as Deputy Secretary of the Redevelopment Agency of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY